

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of

ONE CALL COMMUNICATIONS, INC.
d/b/a OPTICOM

Petition for Waiver of PIC Change
Authorization and Verification Requirements,
47 C.F.R. §§ 64.1100-64.1190

CC Docket No. 94-129

OPPOSITION OF BELL ATLANTIC

Bell Atlantic¹ opposes One Call's request for a waiver of the Commission's carrier change rules that would permit it to become the presubscribed interexchange carrier on more than 4000 Bell Atlantic payphones without the consent of either the location provider or Bell Atlantic's payphone business. For two years, One Call has flouted the Commission's payphone compensation rules and has not paid a cent for the millions of calls it received from Bell Atlantic payphones. The Commission should not grant special dispensation from its rules to a carrier with hands so unclean. Moreover, Bell Atlantic would plainly be injured if One Call were allowed to take over these payphones instead of their being presubscribed to one of the many interexchange carriers that honor their compensation obligations.

The Commission's payphone per-call compensation regime went into effect on October 7, 1997. The rules are simple and straightforward. Section 64.1300 provides, "every carrier to

¹ Bell Atlantic-Delaware, Inc.; Bell Atlantic-Maryland, Inc.; Bell Atlantic-New Jersey, Inc.; Bell Atlantic-Pennsylvania, Inc.; Bell Atlantic-Virginia, Inc.; Bell Atlantic-Washington, D.C., Inc.; Bell Atlantic-West Virginia, Inc.; New York Telephone Company and New England Telephone and Telegraph Company.

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whom a completed call from a payphone is routed shall compensate the payphone service provider for the call at a rate agreed upon by the parties by contract” and “[i]n the absence of an agreement . . ., the carrier is obligated to compensate the payphone service provider at a per-call rate of \$.24.” Bell Atlantic and One Call have not agreed upon any other rate by contract, and the 24-cent rate prescribed in the Rules, therefore, applies.

The Commission also requires carriers to make their compensation payments four times per year — “Payments must be remitted at least on a quarterly basis.”² As a result, “The payment for the October 1997 through December 31, 1997 period must be paid no later than April 1, 1998.”³ One Call did not pay compensation for this initial period by April 1, 1998, nor has it made any of the seven other required quarterly payments. And Bell Atlantic has no reason to expect that One Call will make the payment required by the end of this month. At this point, Bell Atlantic estimates that One Call owes in excess of \$500,000, plus interest.

Bell Atlantic has tried to collect this money. A copy of the latest letter to One Call is attached. One Call has never responded to any of these attempts. Most recently, when we received One Call’s waiver petition, we contacted counsel for One Call to see if this matter could be resolved without having to bring it before the Commission. To date, however, they have taken no steps towards resolution.

² *Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, 13 FCC Rcd 4998 ¶ 4 (1998). Payphone providers do not “bill” carriers, as it is the carrier, not the payphone provider, that must keep track of the number of calls it completed from payphones. *Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, 11 FCC Rcd 20541 ¶ 97 (1996).

³ *Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, 13 FCC Rcd 4998 ¶ 4 (1998).

Denial of One Call's waiver request would not result in disruption of service to the Bell Atlantic payphones now presubscribed to Cleartel. Bell Atlantic has well established procedures for continuing service when an interexchange carrier goes out of business or otherwise decides to stop serving a payphone, procedures that include allowing the location provider to select a new presubscribed carrier. Bell Atlantic would follow these procedures in connection with the Cleartel payphones.

Bell Atlantic has no interest in interfering with One Call's purchase of Cleartel's business. Bell Atlantic does have a very real interest, however, both in getting paid for the more than two years worth of per-call compensation and in ensuring that thousands of its payphones are not switched to a carrier that has consistently ignored its obligations under the Commission's Rules. If the Commission is inclined to grant One Call's waiver request, it should explicitly condition that waiver on One Call's immediately paying all the per-call compensation owed, both for One Call's payphones and the Cleartel payphones being transferred to it.

Respectfully submitted,



John M. Goodman

Attorney for the Bell Atlantic
telephone companies

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Michael E. Glover
Of Counsel

Dated: March 9, 2000

CERTIFICATE OF SERVICE

I, Fran Folgner, hereby certify that on this 9th day of March 2000, a copy of the foregoing was served by hand-delivery on the following parties.


Fran Folgner

Magalie Roman Salas
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Gilbert E. Geldon
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CERTIFIED MAIL

February 9, 2000

One Call Communications
Ann C. Bernard, Corporate Counsel
801 Congressional Boulevard, 100
Carmel, IN 46032

Dear Ms. Bernard,

Bell Atlantic, according to our records, has not received any remittance from One Call Communications of per call compensation (PCC) for calls originating from any of our payphones. These payments have been required by the Federal Communications Commission for calls made from our payphones since the fourth quarter of 1997. The Federal Communications Commission (FCC) ruled that IXC's were required to pay per call compensation for the fourth quarter of 1997 by April 1, 1998. Subsequent payments were due thereafter on a quarterly basis. We have received none of these payments from your company.

According to our records, your company now owes us a minimum of \$570,000 in PCC, plus interest. Therefore, please remit that amount within ten days, or by February 23, 2000. If there are any circumstances or reasons that caused you to withhold PCC, please provide a detailed written explanation to us by that date. We are also willing to discuss any concerns you may have in a telephone conference or meeting between our respective representatives in an effort to resolve any open issues. If no conference is arranged or explanation provided by February 23, 2000 and full payment (including interest) is not received, we will conclude that you are refusing to meet your PCC obligation to the Bell Atlantic companies and will begin legal proceedings to recover this amount.

If you have any questions, please direct them to me or Richard Fouke on (301) 282-5651. I look forward to hearing from you promptly.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gilbert E. Geldon", written over a horizontal line.

Gilbert E. Geldon

cc: Piper & Marbury
Randall Lowe
1200 19th Street, NW
Washington, DC 20038

Richard Fouke